

- 1 (a)(2) Employees Protection Requirements
- 2 When officers of the ID and GCA's are confronted
- 3 with conditions affecting engine service employees of
- 4 railroads involved in mergers, etc., all such employees
- 5 shall be considered as being adversely affected; and
- 6 the officers, in recognition of rearrangement of exist-
- 7 ing contracts, seniority equities and/or districts, gen-
- 8 eral committees and divisions, shall first give full
- 9 recognition to negotiating implementing agreements
- 10 with the carrier or carriers to provide protection for all
- 11 engine service employees involved as follows:
- 12 A. Guaranteed earnings and employment.
- 13 B. Preservation of working agreements and condi-
- 14 tions, except as may be revised or changed by
- 15 the implementing agreements.
- 16 C. Preservation of the rights and equities of all
- 17 engine service employees to service as locomo-
- 18 tive engineer.
- 19 D. Protection against any loss or expense incurred
- 20 by the necessity of an employee moving/travel-
- 21 ing from his established residence or terminal.
- 22 E. Extension of the protection afforded all employ-
- 23 ees to cover full-time or part-time officers of the
- 24 Brotherhood and its subordinate committees
- 25 and divisions, as well as members serving in
- 26 temporary capacities.
- 27 F. Separation allowances on the basis of seniority
- 28 selections for those employees desiring to retire
- 29 or separate their employment relationship sub-
- 30 sequent to the effective date of the implement-
- 31 ing agreement.
- 32 (b) On railroad properties where the BLE holds the
- 33 contracts for firemen, apprentice engineers and/or
- 34 other classes of service other than engineers: the

words "firemen, apprentice engineers and/or other

1 classes of service represented by the BLE" will be sub-

2 stituted for the word "engineers."

3

(c) To insure appropriate handling of proposed

4 mergers, etc., should any provision of this Constitu-

5 tion and Bylaws conflict with application of this

6 Section 33(a)-(b), the provisions of this section shall

7 prevail.

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### Other Mergers, etc.

#### on Two or More Railroads

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11 Section 34.(a) Whenever one (1) railroad or any por-

12 tion thereof is absorbed, traffic diverted, consolidated,

13 merged, leased or coordinated by, to or with another

14 railroad or any portion thereof, and the officers of the

15 ID and GCA's are unable to obtain protective agree-

16 ments in their judgment satisfying the requirements of

17 Section 33(a)(2) - Standing Rules, the engineers on the

18 road or roads or any portion thereof affected thereby

19 shall retain their right and seniority as heretofore on

20 the roads absorbed, traffic diverted, consolidated,

21 merged, leased or coordinated; but the runs shall be

22 manned by the engineers of the respective roads in

23 proportion, as near as practicable, to the car miles or

24 train miles in road service and to the engine hours or

25 inbound car count in yard service on the territory

26 involved on each road. Such count of car miles or

27 train miles in road service and of engine hours or

28 inbound car count in yard service shall be compiled

29 for a period of not less than six (6) months nor more

30 than one (1) year. Such test period shall be established

31 at a time agreed upon, sufficiently prior to the effec-

32 tive date of any of the conditions specified in this

33 section to give a fair and equitable representation of

34 normal business handled by each district involved.

35 The figures determined for each month of the afore-

36 mentioned test period will be supplied to each

37 division involved prior to the consummation of any

38 agreement establishing a distribution of work.

1 (b) When GCAs are unable to agree upon a settle-  
 2 ment of questions arising covered by the foregoing,  
 3 they will submit a joint statement setting forth their  
 4 contentions regarding same, with all the facts in the  
 5 premises, to the International President who, after  
 6 making a thorough investigation, is authorized, in  
 7 conjunction with the Advisory Board, to render a  
 8 decision which shall be final subject to appeal to the  
 9 Board of Appeals; but if in the opinion of the Interna-  
 10 tional President an unusual condition exists on any  
 11 one railroad, he shall proceed to investigate and give a  
 12 decision, which shall be final unless reversed by the  
 13 Board of Appeals.

14 (c) In the event that the GCAs do not meet within  
 15 sixty (60) days from the time that the merger, coordi-  
 16 nation, etc., took place, the International President  
 17 will be empowered to order the GCAs involved to  
 18 meet at once and settle the question in dispute within  
 19 thirty (30) days from the time the sixty (60) day limit  
 20 expires.

21 (d) Any division involved, if dissatisfied with the  
 22 decision of the officer assigned and general chairman  
 23 with respect to the method to be used for dividing the  
 24 work, may appeal to the Executive Committee of the  
 25 ID within sixty (60) days following the issuance of  
 26 that decision. The Executive Committee, after making  
 27 an investigation of the controversy, shall render a  
 28 decision which shall be final and binding, unless  
 29 reversed by the Board of Appeals.

30 (e) On railroad properties where the BLE holds the  
 31 contracts for firemen, apprentice engineers and/or  
 32 other classes of service other than engineers; the  
 33 words "firemen, apprentice engineers and/or other  
 34 classes of service represented by the BLE" will be sub-  
 35 stituted for the word "engineers."

36 **Traffic Merged, etc., on One Railroad**

37 Section 35.(a) Where any portion or portions of any  
 38 railroad is or are by any means absorbed, consoli-

dated, merged, or coordinated with any other portion  
 or portions of the same railroad, or any portion of the  
 same railroad is abandoned, the engineers affected  
 thereby shall retain their seniority as heretofore on the  
 portion or portions of the road which has or have been  
 so absorbed, consolidated, merged or coordinated, or  
 from which traffic has been so diverted.

(b) Whenever the events referred to in the foregoing  
 subsection have occurred and it becomes necessary to  
 readjust the service, the runs shall be manned by the  
 engineers of the respective portions of the road in pro-  
 portion, as near as practicable, to the car miles or train  
 miles in road service and to the engine hours or  
 inbound car count in yard service on the territory  
 involved. Such count of car miles or train miles in  
 road service and of engine hours or inbound cars in  
 yard service shall be compiled for a period of not less  
 than six (6) months nor more than one (1) year. Such  
 test period shall be established at a time agreed upon,  
 sufficiently prior to the effective date of any of the  
 conditions specified in this section to give a fair and  
 equitable representation of normal business handled  
 by each district involved. The figures determined for  
 each month of the aforementioned test period will be  
 supplied to each division involved prior to the con-  
 summation of any agreement establishing a distribu-  
 tion of work. The respective local committees of  
 adjustment or local chairmen representing the groups  
 of the affected engineers, unless a proper adjustment  
 of the question has been reached, will meet within  
 thirty (30) days after the question of such rights to  
 runs has been raised by either of such local commit-  
 tees or local chairmen, unless further time, not  
 exceeding an additional thirty (30) days, is mutually  
 agreed upon by such local committees, and will  
 endeavor to agree upon which of the above factors  
 shall be used for measuring the service and upon the  
 precise period of time within the foregoing range. If  
 such agreement cannot be reached, the question of

11 of time with their carrier to qualify for a vacation, they shall be allowed  
12 a vacation with pay, consistent with the terms of the National Vacation  
13 Agreement, based upon their total earnings with the carrier and the  
14 General Committee.

15 Vacation allowances provided herein shall be paid by the General  
16 Secretary and Treasurer from the General Committee fund upon  
17 approval of the vacation claim by the General Chairperson and  
18 Secretary of the General Committee. This Article is intended to prevent  
19 any loss in vacation time and pay as a result of serving the General  
20 Committee.

**ARTICLE 87  
CHAIRPERSON OF GENERAL COMMITTEE**

1 The Chairperson of a General Committee of Adjustment shall be its  
2 executive head, preside over all meetings, and exercise general  
3 supervision over its affairs and interests.

4 The Chairperson shall furnish a quarterly report of his/her activities  
5 to all Local Chairpersons and locals under his/her jurisdiction and use  
6 such other means as necessary to keep the membership well informed.

7 He/she shall attach to the report an itemized statement of receipts and  
8 disbursements of his/her Committee which shall be furnished by the  
9 General Secretary and Treasurer in sufficient number for distribution  
10 with this report.

11 The Chairperson shall convene the General Committee upon  
12 request of a member of said Committee provided (1) a 2/3 majority of  
13 the Committee concurs in such request, and (2) sufficient funds are  
14 available.

15 The Chairperson shall perform such other duties as may be  
16 required by the General Committee and this Constitution.

**ARTICLE 88  
VICE CHAIRPERSONS OF GENERAL COMMITTEE**

1 The Vice Chairpersons of a General Committee of Adjustment shall  
2 act for or on behalf of the Chairperson when so directed by the  
3 Chairperson. They shall perform such other duties as may be  
4 delegated to them by the General Committee of Adjustment.

**ARTICLE 89  
SECRETARY OF GENERAL COMMITTEE**

1 The Secretary of a General Committee of Adjustment shall keep a  
2 record of the proceedings of each meeting. He/she shall issue notices  
3 of meetings when so directed by the General Chairperson. He/she shall  
4 have charge of the books and papers of the Committee pertaining to  
5 this office. The Secretary shall prepare and furnish the International  
6 President, General Secretary and Treasurer, each local Chairperson,

7 and each local Secretary a copy of the proceedings of the Committee  
8 within twenty (20) days of the close of each session. He/she shall  
9 notify the International President the names and addresses of the  
10 General Committee immediately following their election.

11 The Secretary shall perform such other duties as might be required  
12 by the General Committee and this Constitution.

**ARTICLE 90  
MERGERS, LEASES, COORDINATIONS, ETC.**

1 When, through lease, purchase, merger, consolidation or other  
2 cause, a line or lines of a carrier or a portion thereof is taken over by  
3 another carrier or where, because of establishment of a new line by an  
4 existing carrier or for other reasons, traffic is permanently diverted from  
5 one carrier to another or from one road and/or yard seniority district to  
6 another on the same carrier and such affects the seniority rights of  
7 employees on such carriers, General Committees of Adjustment shall  
8 arrange for a fair and equitable division of the work. Prior seniority  
9 rights of employees to service on their former seniority district or  
10 territory shall be preserved to the extent possible. Permanently, as  
11 used herein, is intended to mean some reasonable degree of regularity  
12 in excess of thirty (30) days.

13 General Committees shall give consideration to all factors involved,  
14 including but not limited to hours worked, cars and tonnage handled  
15 where applicable, and mileage of operations on each seniority district or  
16 territory involved prior to the change in operation, consolidation, or the  
17 diversion or re-routing of traffic.

18 In circumstances in which a new line is established by a carrier and  
19 no seniority rights exist, employees from the line from which traffic is  
20 diverted, will be transferred to the new line in equal percentage to the  
21 mileage of the traffic diverted from the old line. If the portion of line  
22 transferred is insufficient in extent to constitute a separate seniority  
23 district, the employees taken over therewith in the merger may be  
24 placed on the roster of the proper seniority district to which the merged  
25 line is attached with seniority on such roster in their respective classes  
26 from a date not later than the date of merger.

27 In applying this Article to bus lines the International and its  
28 Legislative Department will intervene with the ICC for a reservation of  
29 jurisdiction, for the imposition of conditions, for at least three (3) years  
30 for employees who may be adversely affected.

31 Disputes arising under this Article which cannot be resolved by the  
32 General Committee or General Committees shall be referred to the  
33 International President. The International President shall promptly  
34 assign an officer to assist the General Committee or General  
35 Committees involved in resolving the dispute. Failing to resolve the  
36 dispute the officer shall make a complete report and recommendation  
37 to the International President who, in turn, shall decide the dispute.

38 Any local or member of a local affected by action or decision of a

39 Chairperson, Sub General Committee or General Committee, or by the  
40 decision of the International President with respect to this Article may  
41 appeal such action or decision to the Board of Appeals, provided such  
42 appeal is filed with the General Secretary and Treasurer within ninety  
43 (90) days from the date of the action or decision. The Chairperson,  
44 Sub General Committee, General Committee, or International President,  
45 as the case may be, shall be allowed thirty (30) days from the date the  
46 appeal is filed in which to reply to the appeal. The parties involved in  
47 an appeal shall exchange copies of the appeal and reply to the appeal.

#### ARTICLE 91 ASSOCIATION OF GENERAL CHAIRPERSONS

1 The Chairpersons of the General Committees in each district, as  
2 hereinafter set forth, shall form an Association of General Chairpersons,  
3 each to function independently of the other, for the purpose of  
4 formulating concerted movements relating to wages, rules, and working  
5 conditions of transportation service employees in their district.

6 District No. 1 shall include all rail lines in the United  
7 States.

8 District No. 2 shall include all rail lines in Canada.

9 District No. 3 shall include all bus lines in the United  
10 States and Canada.

11 All General Chairpersons on properties where the combined  
12 membership represented by the United Transportation Union is one  
13 hundred (100) or more, shall be members of the Association of General  
14 Chairpersons in their respective districts as outlined above. Where the  
15 combined membership represented by the United Transportation Union  
16 on a property is less than one hundred (100) the General Chairpersons  
17 on that property shall elect one of their group to be a member of the  
18 Association in their respective districts. Members of the Association of  
19 General Chairpersons shall attend all meetings of their Association and  
20 represent their committees with pay and proper expenses to be paid  
21 from the General Fund of the International.

22 The International President shall convene the General Chairpersons  
23 during the year 1969 for the purpose of organizing the Association in  
24 each district. Each district shall elect, by secret ballot, a Chairperson, a  
25 Vice Chairperson, and a Secretary to serve as officers of their  
26 Association.

27 Following the reorganization of General Committees in 1971, and  
28 quadrennially thereafter, the International President shall convene the  
29 Association of General Chairpersons for the purpose of reorganizing and  
30 electing officers.

31 Each Association shall adopt by-laws for its special government  
32 consistent with the provisions of this Constitution.

33 The Association will be convened by the International President  
34 whenever necessary and will be convened by him when a majority of  
35 the General Chairpersons within a district of the Association request a

36 special meeting, provided the requests are uniform in object and  
37 purpose and the meeting is limited to subjects over which the  
38 Association has jurisdiction.

39 In any general or concerted wage-rules movement, members in an  
40 Association cannot withdraw support of a movement which has been  
41 approved by a two-thirds vote of the members of an Association, unless  
42 sanction thereto is given by a majority vote of eligible members of the  
43 Association and approved by the International President. In the event  
44 any transportation company refuses to be represented by the  
45 conference committee representing the companies in a general or  
46 concerted movement, the International President may exclude the  
47 General Committee on such company from participation in the  
48 movement.

49 A strike may be authorized by the International President in  
50 support of a general or concerted wage-rules movement, provided such  
51 action is approved by a two-thirds vote of the members in any  
52 Association. Such vote may be taken as the International President  
53 may direct by mail, wire, or while in session.

54 In any general or concerted wage-rules movement the  
55 International President and Assistant President shall appoint a  
56 negotiating committee representative of each of the former  
57 organizations and crafts represented by them which are involved in the  
58 movement. The negotiating committee shall assist in the prosecution  
59 of the wage-rules movement as directed by the International President.

60 When in the judgment of the International President and the  
61 negotiating committee a final offer of settlement has been received, the  
62 offer with the committee's recommendation shall be submitted by  
63 referendum to the Membership of the crafts involved in the movement  
64 for their acceptance or rejection. Following receipt of the offer of  
65 settlement, each General Chairperson shall have fifteen (15) days to  
66 submit questions pertaining to the offer. The negotiating committee  
67 will, consolidate the submitted questions into a single, uniform list.  
68 When the answers to these questions are determined by the  
69 negotiating committee and the carriers' representatives, the agreed  
70 upon questions and answers will be distributed to the General  
71 Chairpersons and made a part of the offer of settlement.

72 A majority of the members voting of each of the crafts to be  
73 covered or affected by the terms of the proposed agreement shall be  
74 required to ratify the offer of settlement.

75 The terms of the settlement shall be submitted, by the  
76 International President, to each Local involved in the movement, in  
77 sufficient quantity to permit circulation to the membership, and/or the  
78 terms may be mailed to each member in a special edition of the UTU  
79 News. Recommendations of the President and/or Negotiating  
80 Committee may be included along with a digest or summary of the  
81 provisions of the settlement.

82 The Board of Directors shall establish and publish procedures for  
83 the conduct of referendum elections which shall thereafter be contained